

Appendix A



143 RODNEY STREET

BROOKLYN, N.Y. 11211

TEL. (718) 384-8040

FAX: (718) 388-3516

CERTIFICATE OF ACCURACY

ON THIS DAY, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF NEW YORK, COUNTY OF KINGS, WOLF MARKOWITZ, WHO AFTER HAVING DULY AFFIRMED, DEPOSES AND SAYS THAT HE IS A TRANSLATOR OF THE HEBREW AND ENGLISH LANGUAGES; THAT HE CAREFULLY PREPARED THE ATTACHED ENGLISH TRANSLATION OF THE ATTACHED DOCUMENTS WRITTEN IN THE HEBREW LANGUAGE; AND THAT THE TRANSLATION IS A TRUE AND CORRECT RENDERING OF SUCH DOCUMENT AND THE WHOLE THEREOF. DESCRIBED AND AFFIRMED TO BEFORE ME THIS 7/31/2015

A handwritten signature in black ink, appearing to read 'Wolf Markowitz'.

SIGNATURE OF TRANSLATOR

A handwritten signature in black ink, appearing to read 'Rochal Weiss'.

SIGNATURE OF NOTARY



PROFESSIONAL
TRANSLATIONS
OF FOREIGN
LANGUAGES

ROCHAL WEISS
Notary Public, State of New York
Registration No.: 01WE6293785
Qualified in Kings County
My Commission Expires December 16, 2017

אנחנו החתומים מטה, מדדים בהודאה גמורה וחתימת ידינו תעיד עלינו יותר ממאה עדים כשרים וטאמנים, שקיבלנו עלינו [באופן
היותר מועיל על פי תורתנו הקדושה] לסדר טעותינו בהדין ודברים שבין החתומים מטה בדף זה או בדפים אחרים שיש להם נוסח זה
{זה כלל כל התביעות וכל התביעות הנגדיות של הצדדים, בנוגע [א] ירושת הנכסים הפרטיים של כ"ק אדמו"ר מהר"ש מבאבוב
זצ"ל, כלל נכסים שיש ע"יו וויכוח אם זה נכלל בכלל הנכסים הפרטיים של כ"ק אדמו"ר מהר"ש מבאבוב זצ"ל. [ב] שררת האדמו"רות
והרבנות וכדומה על קהלות ומוסדות באבוב בכל העולם. [ג] נכסים השייכים לקהלות ומוסדות באבוב בברוקלין ובנוא דזשערסי
ובקעטסקילס ובפאקאנטא, כלל נכסים שיש ע"יו וויכוח אם זה נכלל בכלל הנכסים של קהלות ומוסדות באבוב הני"ל. [ד] תביעות על
אותם בלי יוצא מן הכלל שהי' להם או למורשיהם גישה להקופות הפרטיים או הציבוריים הני"ל, ויש טענה שקיבלו מעות ולא רכוש
[בסכומים ניכרים] מהקופות והנכסים הני"ל, [ובתנאי שיש להתביעות השפעה בדי"ת הכללית, ויהא לרוב הבי"ד הסמכות להחליט איזו
תביעה נכללת בזה]. [ה] תביעות [ממון, שררה, ותפקידים, בעלות] של יחידים [או יחידים שנתאגדו לציבור] על קהלות ומוסדות באבוב
הני"ל, [ובתנאי שיש להתביעות השפעה בדי"ת הכללית, ויהא לרוב הבי"ד הסמכות להחליט איזו תביעה נכללת בזה]. [ו] למי מהקהלות
ולאו המוסדות, ולאו הרבנים, ולאו האדמו"ריים יש להם הזכות להקרא עם השם באבוב [כולל שם אחר שיש בתוכו המלה באבוב] ולא
שאר שמות שהקהלות והמוסדות השתמשו בהם בעבר [ולאו להשתמש בשמות של הירחונים וכדומה שהשתמשו בהם בעבר]. [ז] למי
מהקהלות ולאו המוסדות, ולאו הרבנים, ולאו האדמו"ריים יש להם הזכות להדפיס ולפרסם הספרים, הטעיפות, הכת"י, הד"ת וכדומה
של אדמו"רי באבוב זצ"ל, כלל הזכות להחליט על התוכן והסגנון}. אצל הרבנים הדיינים, הרה"ג מוה"ר יצחק דוב בערגער שליט"א,
שנבר מצד התובע, והרה"ג מוה"ר יקותיאל זלמן גראוס שליט"א, שנבר מצד הנתבע, והרה"ג מוה"ר יחיאל באביד שליט"א,
והרה"ג מוה"ר יצחק חיים זעלטענריך שליט"א, והרה"ג מוה"ר אברהם ברוך ראזענבערג שליט"א, שנבר משני הצדדים. והם יפסקו
בהדין ודברים שבינינו, וההכרעה [בין אם יהא על פי דין תורה, בין אם יהא על פי פשר קרוב לדין תורה] יהא על דעת רוב הבית דין,
והרוב יוכל להכריע אף אם חלק מהדיינים יסתלקו ואף אם חלק מהדיינים יאמרו אני יודע. והותנה במפורש שאם אחד מהבעלי
דינים או הבורר שלו [או שניהם] ישתמשו מהדי"ת, שאז יכולים רוב הבית דין להמשיך הדי"ת ולשמוע טענות והוכחות ולקבל עדות
ולפסוק הדי"ת אף שלא בפני הבעל דין או הבורר המשתמש. והותנה במפורש שאנו מקבלים עליו דינים הני"ל, אף אם הם חברי
הקהלה, ולאו קרובים, ולאו נוגעים בדבר, ולאו שאר פסולים. [סמכות הבית דין [או רובם] יהא בתקפו עד לסוף ביצוע הפסק-דין ובידם
להכריע בנוגע כל סכסוך בביצוע הפסק-דין, או בפירוש הפסק-דין, וכן בידם להכריע במקרה שאי מהצדדים יש לו טענות או ראיות
לסתור את הדין, וכמו כן אם בהפס"ד לא הכריעו [מאיה טעם שיהא] על כל הנושאים שהיו שייכים להדי"ת יש בידם להכריע ע"יו גם
אח"כ}. וכל פסק דין [כולל פסקי דין ביניים, ופסקי דין חלקיים] שיצא מלפניהם [דהיינו רוב הבית דין וכנ"ל], בין אם יהא על פי דין
תורה, בין אם יהא על פי פשר קרוב לדין תורה, בין אם יהא על פי טעות [ואפילו טעות בדבר משנה], הכל אנחנו מקבלים עליו לצוות
לפסק דינם בלי שום השמטה וערער כלל. והותנה במפורש שלא יהא בידינו לשאול "מאיה טעם דנתוני", ושלא יהא כח לשום בית דין
שבעולם לבטל או לשנות הפסק דין אף אם לפי דעתם טעו הבית דין, ורק אם הבית דין [הני"ל שקיבלנו] בעצמם יחליטו על פי רוב
דיעות שהי' טעות אז בידם לחזור או לשנות הפסק דין. וכל הני"ל נעשה בקנין גמור אגב סודר במנא דכשר למקניא בי מעכשו [רי"ל
בזמן הקנין סודר] בפני בית דין חשוב, בצירוף עוד קניינים וחוזקים באופן היותר מועיל על פי תורתנו הקדושה, [ובאופן שלא יהא בו
שום חשש קנין דברים או אסמכתא או שום ריעותא שבעולם] כחומר קניינים ותנאים העשויים כתקנת
חכמינו זכרונם לברכה דלא כאסמכתא דלא כטופסי דשטרי הכל שריר וקים.
וע"ז באנו על החתום בשמינו ובשם כל המרשים, ובשם קהלות ומוסדות באבוב הני"ל [כולל מה שיש על זה
וויכוח אם זה נכלל בכלל קהלות ומוסדות באבוב הני"ל], ובשם כל החברות שנעשו עבור הני"ל.

חתימת בעל דין	יום 29
חתימת בעל דין	יום 28
חתימת בעל דין	יום 27
חתימת בעל דין	יום 26
חתימת בעל דין	יום 25
חתימת בעל דין	יום 24
חתימת בעל דין	יום 23
חתימת בעל דין	יום 22
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חתימת בעל דין	יום 19
חתימת בעל דין	יום 18
חתימת בעל דין	יום 17
חתימת בעל דין	יום 16
חתימת בעל דין	יום 15
חתימת בעל דין	יום 14
חתימת בעל דין	יום 13
חתימת בעל דין	יום 12
חתימת בעל דין	יום 11
חתימת בעל דין	יום 10
חתימת בעל דין	יום 9
חתימת בעל דין	יום 8
חתימת בעל דין	יום 7
חתימת בעל דין	יום 6
חתימת בעל דין	יום 5
חתימת בעל דין	יום 4
חתימת בעל דין	יום 3
חתימת בעל דין	יום 2
חתימת בעל דין	יום 1

Translation from the H E B R E W language

Arbitration Agreement

By the Grace of G-d, 22 Sivan 5765 {calendar date: June 29, 2005}

We, the signed hereinafter, admit with a complete admission, and the signature by our hand shall bear witness upon us more effectively than one hundred qualified and trusted witnesses, that we accepted upon ourselves [in a manner most effective according to the holy Torah] to present our claims in the controversies between those signed below on this page or other pages containing the same language [which includes all claims and counter claims of the parties with respect to:

[1] The estate of the personal property of the late holy Grand Rebbe, Rabbi Shlomo of Bobov of blessed memory, including assets upon which there is a debate whether it is even part of the personal property of the late holy Grand Rebbe, Rabbi Shlomo of Bobov of blessed memory.

[2] The dominion of Rebbe and Rabbi etcetera over Bobov congregations and institutions throughout the globe.

[3] The property that belong to Bobov congregations and institutions in Brooklyn, New Jersey, the Catskills and the Poconos, including property upon which there is debate whether it is even part of the property of the aforementioned Bobov congregations and institutions.

[4] Claims against those – without exception – or those who bequeathed them, who had access to the aforementioned personal or communal accounts, and it is claimed that they received funds and/or property [in substantial sums] from the aforementioned accounts and property, [provided that the claims have an impact upon the overall case; a majority of the Rabbinical Court shall have jurisdiction to decide which claims are included].

[5] Claims [financial, dominion, positions, ownership] by individuals [or individuals organized as a group] against the aforementioned Bobov congregations and institutions, [provided that the claims have an impact upon the overall case; a majority of the Rabbinical Court shall have jurisdiction to decide which claims are included].

[6] Which of the congregations, and/or institutions, and/or Rabbis, and/or Rebbe's have the right to be referred to by the name Bobov [including a different name that incorporates the word Bobov], and/or other names that the congregations and institutions previously used [and/or use the name of journals and the like, that they previously used].

[7] Which of the congregations, and/or institutions, and/or Rabbis, and/or Rebbe's have the right to publish and distribute books, tapes, manuscripts, Torah commentary and the like by the late Rebbe's of Bobov of blessed memory, including the right to decide on content and style}

Before the following Rabbinical Judges:

Rabbi Yitzchak Dov Berger, who was selected by the plaintiff's party; and Rabbi Yekusiel Zalmen Graus, who was selected by the defendants party; and Rabbi Yechiel Babad, Rabbi Yitzchak Chaim Zeltenreich, and Rabbi Abraham Baruch Rosenberg, who were selected by the two parties.

And they shall adjudicate the controversies between us, and the determination [whether it will be based upon Jewish law, or it will be based upon a compromise similar to Jewish law] shall be the opinion by a majority of the Rabbinical Court; the majority may make a determination even if some of the Rabbinical Judges will depart, and even if some of the Rabbinical Judges will declare "I don't know". And it was expressly agreed that should one of the parties or its arbitrator [or both] evade the Rabbinical Court proceedings, a majority of the Rabbinical Court may then proceed with the Rabbinical Court proceedings, to hear arguments and evidence, to take testimony and to adjudicate the Rabbinical Court matter even in the absence of the evading party or arbitrator.

It is expressly agreed that we accept upon ourselves the aforementioned Rabbinical Judges even if they are congregation members, and/or relatives, and/or have a conflict of interest and/or other disqualifications.

{The jurisdiction of the Rabbinical Court [or a majority thereof] shall be valid until the end of the implementation of the Rabbinical Court Ruling, and they may make determinations regarding any dispute as to implementation of the Rabbinical Court Ruling, or as to interpretation of the Rabbinical Court Ruling; likewise, they may make a determination in the event one of the parties has claims or evidence to contradict the ruling, and the same applies if the Rabbinical Court Ruling failed [for whatever reason] to make a determination on all issues that were associated with the Rabbinical Court case - they may make a determination about those even at a later time}.

And any Rabbinical Court Ruling [including interim Rabbinical Court Rulings and partial Rabbinical Court Rulings] that will be issued by them, [i.e. a majority of the Rabbinical Court, as described above], whether it will be based upon Jewish law, or it will be based upon a compromise similar to Jewish law, or it will be based upon an error, [even an error in *Mishne* {written Jewish law}], all of these possibilities are accepted upon ourselves to adhere to their Rabbinical Court Ruling without any evasion or objection whatsoever.

It was expressly agreed that we do not have the option of asking "what was the reasoning of your ruling", and that no Rabbinical Court on the planet shall have the power to invalidate or alter the Rabbinical Court Ruling, even if in their opinion this Rabbinical Court erred; only if the Rabbinical Court [mentioned above, that we accepted] itself will decide by majority opinion that it was an error, then they may reverse or alter the Rabbinical Court Ruling.

All of the above was entered into through a complete *Agav Suder* binding procedure, performed with an object that is appropriate for binding purposes, effective immediately [i.e. at the time of the *Suder* binding procedure], before a distinguished Rabbinical Court, in addition to other binding procedures and methods in a manner most effective according to our holy Torah,[in a manner that does not constitute merely a verbal acquisition or a simple assurance or any deficiency whatsoever], as weighty as binding procedures and stipulations that are conducted as regulated by our sages of blessed memory, neither as a simple assurance nor as a standard form of contract; it is all confirmed and established.

On this we affixed our signatures, on our own behalf and on behalf of all principalson behalf of the aforementioned Bobov congregations and institutions [including that upon which there is debate as to whether it is even part of the aforementioned Bobov congregations and institutions], and on behalf of all corporations that were created for the benefit of the above.

Party's signatures {signature} Simcha Roth 22 Sivan 5765
{calendar date: June 29, 2005}

Party's signatures {signature} Zvi Arye Rheinold 22 Sivan 5765
{calendar date: June 29, 2005}

Party's signatures {signature} Menachem Yecheskel Gross 22 Sivan 5765
{calendar date: June 29, 2005}

Party's signatures {signature} Yitzchak Isaac Deutch 22 Sivan 5765
{calendar date: June 29, 2005}

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SIGNATURE OF TRANSLATOR

SIGNATURE OF NOTARY

PROFESSIONAL
TRANSLATIONS
OF FOREIGN
LANGUAGES



ROCHAL WEISS
Notary Public, State of New York
Registration No.: 01WE6293785
Commission Expires December 16, 2017

[illegible]

Translation from the H E B R E W language

Arbitration Agreement

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Before the following Rabbinical Judges:

Rabbi Yitzchak Dov Berger, who was selected by the plaintiff's party; and Rabbi Yekusiel Zalmen Graus, who was selected by the defendants party; and Rabbi Yechiel Babad, Rabbi Yitzchak Chaim Zeltenreich, and Rabbi Abraham Baruch Rosenberg, who were selected by the two parties.

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It is expressly agreed that we accept upon ourselves the aforementioned Rabbinical Judges even if they are congregation members, and/or relatives, and/or have a conflict of interest and/or other disqualifications.

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Party's signatures {signature} Baruch Abraham Zvi Hurwitz 22 Sivan 5765
{calendar date: June 29, 2005}

Party's signatures {signature} Yehuda Yerachmiel Gruber 23 Sivan 5765
{calendar date: June 30, 2005}

Party's signatures {signature} Asher Baruch Landau 22 Sivan 5765
{calendar date: June 29, 2005}

Party's signatures {signature} Abraham Aron Lesser 22 Sivan 5765
{calendar date: June 29, 2005}

Party's signatures {signature} Aron Benzion Beigel 22 Sivan 5765
{calendar date: June 29, 2005}

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